

RESOLUTION NO. 17-77

**A RESOLUTION AUTHORIZING A CONTRACT WITH J. A. JOHNSON
PAVING CO. OF ARLINGTON HEIGHTS, ILLINOIS, FOR THE 2017
PAVEMENT PATCHING PROGRAM**

WHEREAS, the Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village has publicly advertised for bids for the **2017 Pavement Patching Program**; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that J. A. Johnson Paving Co. of Arlington Heights, Illinois, having submitted a bid in the amount of \$169,545.00, is the lowest responsible bidder for the 2017 Pavement Patching Program.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: That the bid submitted by J. A. Johnson Paving Co. of Arlington Heights, Illinois, in the amount not to exceed \$169,545.00 is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with J. A. Johnson Paving Co. of Arlington Heights, Illinois, for the **2017 Pavement Patching Program**, as contained in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Resolution No. 17-77

PASSED AND APPROVED THIS 23rd DAY OF October, 2017.

VILLAGE OF VILLA PARK

Albert Butters

President, Village of Villa Park

ATTEST:

Loraine Krupsky
Clerk, Village of Villa Park



ADOPTED this 23rd day of October, 2017, pursuant to a roll call vote as follows:

- AYES: 7
- NAYS: 0
- ABSENT: 0
- ABSTAINING: 0



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR THE

2017 PAVEMENT PATCHING PROGRAM

SEPTEMBER 2017

PREPARED BY THE

VILLAGE OF VILLA PARK



Illinois Department of Transportation

Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY J.A. JOHNSON PAVING CO.		
Contractor's Name 1025 E. ADDISON COURT		
Street	P.O. Box	
ARLINGTON HEIGHTS, IL 60005		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DuPage

Village of Villa Park

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

PROJECT 2017 Pavement Patching Program

ROUTE Various

TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

CONTRACT BOND (required)



PROPOSAL SUBMITTED BY J.A. JOHNSON PAVING CO.		
Contractor's Name 1025 E. ADDISON COURT		
Street ARLINGTON HEIGHTS, IL 60005	P.O. Box	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY DuPage

Village of Villa Park

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

PROJECT 2017 Pavement Patching Program

ROUTE Various

TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

CONTRACT BOND (required)

CONTRACTOR COPY

CONTRACT

County DuPage
Local Public Agency Village of Villa Park
Project 2017 Pavement Patching
Route Various

1. THIS AGREEMENT, made and concluded the _____ day of _____, Month and Year
between the Village of Villa Park
acting by and through its Board of Trustees known as the party of the first part, and
J.A. Johnson Paving Co. his/their executors, administrators, successors or assigns,
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for the 2017 Pavement Patching Program, in the Village of Villa Park, approved by the Village of Villa Park on September 29, 2017, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: [Signature]
Village Clerk

The Village of Villa Park
By [Signature]
Party of the First Part

(Seal)



(If a Corporation)
Corporate Name J.A. Johnson Paving Co.

By [Signature] Dale A. Johnson
President Party of the Second Part

(If a Co-Partnership)

Attest: [Signature]
Michael R. Tarpey
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



**Illinois Department
of Transportation**

Contract Bond

Route Various
County DuPage
Local Agency Village of Villa Park
Section 2017 Pavement Patching
Bond No. 9253894

We, J.A. Johnson Paving Company
1025 E. Addison Court, Arlington Heights, IL 60005

a/an) Individual Co-partnership Corporation organized under the laws of the State of IL

as PRINCIPAL, and Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
One Hundred Sixty Nine Thousand Five Hundred Forty Five Dollars and 00/100

Dollars (\$169,545.00), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 25th day of October A.D. 2017

PRINCIPAL

J.A. Johnson Paving Company
(Company Name)

(Company Name)

By: Dale A. Johnson
Dale A. Johnson (Signature & Title) President

By: _____
(Signature & Title)

Attest: Michael R. Tarpey
Michael R. Tarpey (Signature & Title) Secretary

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF Illinois
COUNTY OF DuPage

I, Janet Cascella, a Notary Public in and for said county, do hereby certify that

Dale A. Johnson

Michael R. Tarpey

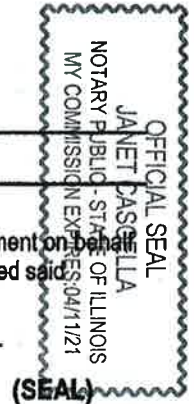
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of October A.D. 2017

My commission expires 4-11-21

Janet Cascella
Notary Public



SURETY

Fidelity and Deposit Company of Maryland
(Name of Surety)

By: William Reidinger
William Reidinger (Signature of Attorney-in-Fact)



STATE OF Illinois
COUNTY OF Cook

I, Joseph Halleran, a Notary Public in and for said county, do hereby certify that

William Reidinger

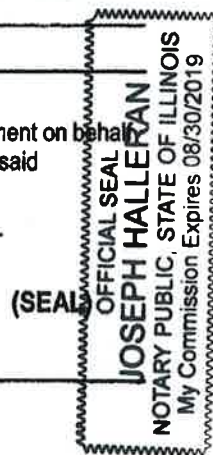
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of October A.D. 2017

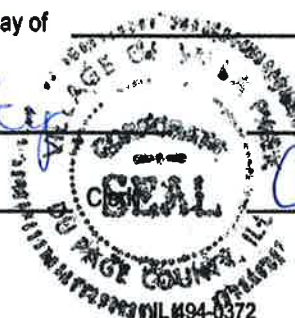
My commission expires August 30, 2019

Joseph Halleran
Notary Public



Approved this _____ day of _____, A.D. _____

Attest: Albert Butcher
Village of Villa Park
(Awarding Authority)
Albert Butcher
(Chairman/Mayor/President)



Bond Number 9253894

Obligee: VILLAGE OF VILLA PARK

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William Reidinger, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

By: *Michael P. Bond*
Vice President



Eric D. Barnes

By: *Eric D. Barnes*
Secretary



State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President** and **Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of October, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056